

180247

CALLISON TIGHE & ROBINSON, LLC

MICHAEL W. TIGHE  
CERTIFIED ARBITRATOR  
CERTIFIED MEDIATOR  
RALPH C. ROBINSON, JR.  
D. REECE WILLIAMS, III  
LOUIS H. LANG  
RICHARD C. DETWILER  
NEKKI SHUTT  
DEMETRI K. KOUTRAKOS  
ANDREW C. ENGLISH, III  
MARY DAMERON S. MILLIKEN  
ALSO ADMITTED IN GEORGIA  
JENNIFER N. STONE  
LATRINDA D. SIMPSON  
PATRICIA A. HOWARD

ATTORNEYS AT LAW  
PALMETTO ARMORY OFFICE BUILDING  
1812 LINCOLN STREET  
SECOND FLOOR  
COLUMBIA, SOUTH CAROLINA 29201

TELEPHONE  
(803) 256-2371  
FACSIMILE  
(803) 256-6431  
POST OFFICE BOX 1390  
ZIP CODE 29202-1390  
PRESTON H. CALLISON  
RETIRED  
WALLACE E. TIGHE  
(1914-1998)  
OF COUNSEL:  
DAVID L. EWING  
ALSO ADMITTED IN FLORIDA  
ARTHUR J. KEPES

June 7, 2006

Via Hand Delivery

2006154-C

E-mail: reecewilliams@ctrlawfirm.com

Charles Terreni, Chief Clerk and Administrator  
Public Service Commission of South Carolina  
101 Executive Center Drive, Suite 100  
Post Office Box 11649  
Columbia, SC 29210

Re: Managed Services, Inc.

Dear Mr. Terreni:

In regard to the above-referenced matter, enclosed please find the original and sixteen (16) copies of the following documents:

1. Interexchange Services Tariff of Managed Services Inc; and
2. Local Exchange Services Tariff of Managed Services Inc.

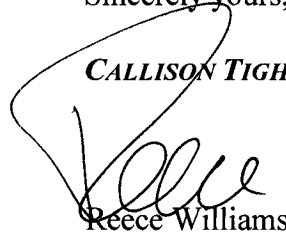
Please file the originals and return clocked-in copies to me via my courier. By copy of this letter, I am providing the S.C. Office of Regulatory Staff with a copy of both enclosures.

If you require anything further, please do not hesitate to contact me.

With kind regards, I am

Sincerely yours,

CALLISON TIGHE & ROBINSON, LLC

  
Reece Williams

DRW/cs  
Enclosures

cc: C. Dukes Scott, Executive Director, S.C. Office of Regulatory Staff (w/ encls.)  
Steve Maginnis, President/CEO (w/ encls.)  
Managed Services Inc.  
672 Spyglass Way  
Rock Hill, SC 29730  
4490.001\PSC.001

**BEFORE THE  
PUBLIC SERVICE COMMISSION  
OF SOUTH CAROLINA**

APPLICATION OF MANAGED SERVICES, INC, (MSI) )  
FOR A CERTIFICATE OF PUBLIC CONVENIENCE AND )  
NECESSITY TO PROVIDE FACILITIES BASED )  
LOCAL EXCHANGE, AND RESOLD LOCAL EXCHANGE )  
SERVICES, RESOLD LONG DISTANCE )  
TELECOMMUNICATIONS SERVICES )  
AND FOR FLEXIBLE REGULATION OF ITS LOCAL )  
EXCHANGE SERVICES AND ALTERNATIVE )  
REGULATION OF ITS LONG DISTANCE )  
SERVICE OFFERINGS )

DOCKET NO. 2006-154-C

Managed Services, Inc. ("MSI") pursuant to S.C. Code Ann. §58-9-280(B), as amended, and Section 253 of the Telecommunications Act of 1996, respectfully requests that the South Carolina Public Service Commission ("Commission") issue MSI a Certificate of Public Convenience and Necessity to Provide Resold Local Exchange Services, Facilities Based Local Exchange Service and Resold Long Distance Service within the State of South Carolina. In addition, MSI requests that the Commission regulate its local telecommunications services in accordance with the principles and procedures established for flexible regulation in Order No. 98-165 in Docket No. 97-467-C. Pursuant to S.C. Code Ann. §58-9-585 and the general regulatory authority of the Commission, the MSI also requests that the Commission regulate its long distance service offerings as described below in accordance with the principles and procedures established for alternative regulation in Orders No. 95-1734 and 96-55 in Docket No. 95-661-C, and as modified by Order No. 2001-997 in Docket No. 2000-407-C.

MSI proposes to offer resale and facilities-based local exchange telecommunications services to customers throughout the state using leased network elements provided pursuant to Section 251 and leased network elements provided pursuant to Section 271. MSI's primary market is business customers. MSI intends to provide local exchange services, custom calling and CLASS features and bundled services such as local and long distance services in a combined package. In addition, the Company will provide to its Customers additional custom calling and class features, access to emergency call services (e.g. 911), directory assistance

and other ancillary services. MSI also proposes to offer resold inbound and outbound interexchange telecommunications services and operator -assisted services to its presubscribed Customers.

All services are available twenty-four (24) hours per day, seven (7) days a week. The MSI will commence offering service following the granting of this application.

Approval of this application will promote the public interest by increasing the level of competition within South Carolina. This competition will mandate that all exchange telecommunications providers will operate more efficiently, enabling the consumer to benefit via reduced rates.

In support of this Application, MSI respectfully states as follows:

**1. The name and address of the MSI are:**

Name: Managed Services, Inc  
Address: 672 Spyglass Way, Rock Hill, SC 29730  
Telephone: 704.321.4176  
Facsimile: 704.321.4176  
E-mail address: smaginnis@comporium.net

**2. All correspondence, notices, inquiries and other communications regarding this application should be sent to:**

Name: D. Reece Williams, Esq. and Latrinda D. Simpson, Esq.  
Callison Tighe & Robinson, LLC  
Address: 1812 Lincoln, Street, Suite 200, Columbia, SC 29201  
Telephone: 803.256.2371  
Facsimile: 803.256.6431  
E-mail: reecewilliams@ctrlawfirm.com  
latrindasimpson@ctrlawfirm.com

**3. Contact person regarding ongoing operations of the Company is:**

Name: Steve Maginnis, President/CEO  
Address: 672 Spyglass Way, Rock Hill, SC 29730  
Telephone: 704.321.4176  
Facsimile: 704.321.4176  
E-mail: smaginnis@comporium.net

**4. Description of MSI**

MSI is a private corporation that was incorporated in the state of North Carolina on 11/10/03. Federal Tax ID is 30-0214138. MSI was also granted authority to do business in South Carolina on December 28, 2004. A copy of MSI's Certificate of Incorporation, Articles of Incorporation, and Certificate of Authorization to Transact Business in the State of South Carolina are attached hereto as Exhibit A.

**5. Officers and Directors and Legal Counsel**

See Exhibit B

**6. Customer Service**

MSI understands the importance of effective customer service for local and long distance service consumers. MSI will make arrangements for its customers to call the Company at a toll-free number. In addition, Customers may contact the Company in writing at the headquarters address and via e-mail at smaginnis@comporium.net. The toll-free number will be printed on the customers' monthly billing statements.

**7. Financial Ability**

MSI has sufficient financial resources to operate in South Carolina. MSI has provided proposed Financial Information and Letter of Financial Backing as evidence of its financial ability to operate in South Carolina. Please see attached Exhibit C. MSI's financial information is confidential and proprietary. Accordingly, Exhibit C contains confidential information which is not available to the public and MSI requests that such information remain confidential as a part of this application to the Commission.

**8. Managerial and Technical Ability**

Exhibit D contains a brief overview of the managerial experience of MSI. The Company has the managerial experience in the telecommunications and other service industries that will allow it to be a successful competitive local exchange provider.

**9. Proposed Service Territory**

MSI proposes to offer facilities-based local exchange service and resold long distance service. Local exchange service will be offered within the present operating areas of various ILECs and throughout the State of South Carolina. Exhibit E contains the proposed local and interexchange tariff of MSI and Exhibit F contains the Company's the proposed access services tariff.

## **10. Public Interest and Need**

Approval of this application and MSI's proposed tariffs will serve the public interest and offer several benefits to consumers in South Carolina. First and foremost, MSI will offer its Customers the ability to have seamless service for local services as well as intrastate, interstate, and international toll services.

The granting of MSI's application is consistent with S.C. Code Ann. §58-9-280(B), as amended by 1996 Act No. 354, and, in that regard MSI makes the following representations to the Commission:

- A. MSI possesses the technical, financial, and managerial resources sufficient to provide the services requested;
- B. The provision of local service by MSI will not adversely impact the availability of affordable local exchange service;
- C. MSI's local services will meet the service standards required by the Commission;
- D. MSI, to the extent it is required to do so by the Commission, will participate in the support of universally available telephone service at affordable rates; and,
- E. The provision of local service by MSI will not adversely impact the public interest.

MSI's entry into the local market will not disadvantage any telephone service providers. Incumbent LEC's are presently serving nearly all of the local exchange customers in South Carolina. The history of telecommunications competition has demonstrated that as new entrants improved the price performance of service, consumers benefited from a wider choice of service and options. The resulting reduced rates that competitive pressures brought to the market stimulated demand, resulting in growing revenues for both new entrants and established firms. MSI expects that this same phenomena to affect local service over time, thus creating a larger market for all carriers. Therefore, the approval of MSI's application is clearly in the public interest.

## **11. Waivers and Regulatory Compliance**

MSI requests that the Commission grant it a waiver of those regulatory requirements inapplicable to competitive local service providers. Such rules are not appropriate for competitive providers and constitute an economic barrier to entry into the local exchange market.

- A. MSI requests that it be exempt from any financial recording rules or regulations that require a carrier to maintain its financial records in conformance with the Uniform System of Accounts ("USOA"). As a competitive provider, MSI currently maintains its books and records in accordance with Generally Accepted Accounting Principles ("GAAP"). GAAP is used extensively by interexchange carriers. Since MSI utilizes GAAP, the Commission will have a reliable method by which to evaluate MSI's operations. Therefore, MSI requests to be exempt from any and all USOA requirements of the Commission.

- B. In addition, MSI requests a waiver of S.C. Reg. 103-610, and to be allowed to maintain its books and records at its headquarters location. In the event that the Commission finds it necessary to review MSI's books, this information will be provided upon request to the Commission or MSI will bear the expense of travel for the Commission staff to examine the books and records located outside of South Carolina.
- C. MSI requests that it not be required to publish local exchange directories. MSI will make arrangements with the incumbent LECs whereby the names of MSI's Customers will be included in the directories published by the incumbent LECs. These directories will be distributed to MSI's Customers. This approach is entirely reasonable and will have a direct benefit to the customers of both MSI and the incumbent LECs since customers will have to refer to only one directory for a universal listing of customer information. It would be an unnecessary burden on the MSI to require that it publish and distribute its own directory to all customers located within each exchange area, particularly since nearly all of these customers will be customers of the incumbent LECs. It is more efficient for MSI to simply include its Customer list in the existing directories of the incumbent LECs.
- D. MSI finally requests waivers of any reporting requirements which are not applicable to competitive providers such as MSI because such requirements (a) are not consistent with the demands of the competitive market; or (b) they constitute an undue burden on a competitive provider, thereby requiring an ineffective allocation of resources.

MSI reserves the right to seek any regulatory waivers which may be required for MSI to compete effectively within the states' local exchange and resale market.

## **12. Flexible Regulation of Local Exchange Services**

In Docket Number 97-467-C, the Commission approved a rate structure that incorporated maximum rate levels with the flexibility for adjustment below the maximum rate levels. The Commission determined that local tariff filings would be presumed valid upon filing, subject to the Commission's right within thirty days to institute an investigation of a tariff filing and that any such tariff filings would be subject to the same monitoring process as similarly situated competitive local exchange carriers. MSI submits that as a local exchange competitor it should be subject to regulatory constraints no greater than those imposed in the above-mentioned docket. The MSI requests that its local exchange service tariff filings be regulated under this form of flexible regulation.

## **13. Alternative Regulation of Business Service Offerings**


In Docket No. 95-661-C in response to a Petition for Alternative Regulation by AT&T Communications of the Southern States, the Commission determined that there was sufficient competition in the market for interexchange telecommunication services to justify a relaxation in the manner in which AT&T was regulated. The Commission determined that AT&T was not required to file maximum rates for long distance business service offerings and that its tariffs be presumed valid upon filing, subject to the Commission's right within seven days to institute an investigation of the

tariff filing. MSI submits that as a competitor of AT&T in the market for providing telecommunication services to customers, it should be subject to no regulatory constraints greater than those imposed on AT&T. MSI requests that its interexchange business services offerings described in its proposed tariff be regulated under this form of relaxed regulation.

This Application demonstrates that MSI has the technical, financial, and managerial resources to provide facilities-based and resold local exchange service and resold-based long distance service within South Carolina. The granting of this Application will promote the public interest by increasing the level of competition in the telecommunications markets of the state. Competition of this nature will mandate that all local telecommunications providers will operate more efficiently and improve the overall service quality for consumers.

Approval of the Application of MSI will serve the public interest by offering consumers throughout the State of South Carolina a meaningful quality service option. Approval of this Application will also benefit consumers by creating greater competition in the interexchange and local marketplace. Competition in the telecommunications marketplace inspires innovation and development of services that meet customer needs cost effectively.

Wherefore, MSI respectfully petitions this Commission for authority to operate as reseller of local exchange services; or a facilities-based provider of local exchange service, and a reseller of long distance telecommunications services in the State of South Carolina in accordance with this Application, for flexible regulatory treatment of its local exchange services, for alternative regulation of its long distance business service offerings, and for such other relief as it deems necessary and appropriate. A proposed Notice of Filing and Hearing has been attached hereto as **Exhibit "F."**

*Managed Services Inc.*  
By   
Name: D. Reece Williams, III, Esq.  
Latrinda D. Simpson, Esq.  
Address: 1812 Lincoln Street, Suite 200  
Post Office Box 1390 (29202-1390)  
Columbia, SC 29201  
Telephone: 803-256-2371  
Facsimile: 803-256-6431  
E-mail: [reecewilliams@ctrlawfirm.com](mailto:reecewilliams@ctrlawfirm.com)  
[latrindasimpson@ctrlawfirm.com](mailto:latrindasimpson@ctrlawfirm.com)

**MSI**

**SCHEDULE OF EXHIBITS**

Exhibit A	Articles of Incorporation/ Certificate of Authority
Exhibit B	Officers, Directors and Legal Counsel
Exhibit C	Financial Statements
Exhibit D	Resumes of Key Employees
Exhibit E	Proposed Local Exchange and Interexchange Tariffs
Exhibit F	Proposed Notice of Filing and Hearing





# NORTH CAROLINA

## Department of The Secretary of State

---

**To all whom these presents shall come, Greetings:**

I, ELAINE F. MARSHALL, Secretary of State of the State of North Carolina, do hereby certify the following and hereto attached to be a true copy of

### **ARTICLES OF INCORPORATION**

**OF**

**MANAGED SERVICES, INC.**

the original of which was filed in this office on the 10th day of November, 2003.



IN WITNESS WHEREOF, I have hereunto set  
my hand and affixed my official seal at the City  
of Raleigh, this 10th day of April, 2006

*Elaine F. Marshall*

**Secretary of State**

State of North Carolina  
Department of the Secretary of State  
ARTICLES OF INCORPORATION

SOSID: 698253  
Date Filed: 11/10/2003 1:37:00 PM  
Elaine F. Marshall  
North Carolina Secretary of State  
C200331000229

Pursuant to §55-2-02 of the General Statutes of North Carolina, the undersigned does hereby submit these Articles of Incorporation for the purpose of forming a business corporation.

1. The name of the corporation is: Managed Services, Incorporated
2. The number of shares the corporation is authorized to issue is: 100
3. These shares shall be: (*check either a or b*)
  - a. ☒ all of one class, designated as common stock; or
  - b. ☐ divided into classes or series within a class as provided in the attached schedule, with the information required by N.C.G.S. Section 55-6-01.
4. The street address and county of the initial registered office of the corporation is:  
Number and Street 7910 Vinings Oak Lane #218  
City Mathews State NC Zip Code 28105 County Mecklenburg
5. The mailing address, *if different from the street address*, of the initial registered office is:  
Number and Street Same as above  
City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_ County \_\_\_\_\_
6. The name of the initial registered agent is: Steve Maginnis
7. Principal office information: (*must select either a or b.*)
  - a. ☒ The corporation has a principal office.  
The street address and county of the principal office of the corporation is:  
Number and Street 7910 Vinings Oak Lane #218  
City Mathews State NC Zip Code 28105 County Mecklenburg  
The mailing address, *if different from the street address*, of the principal office of the corporation is:  
Number and Street \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_ County \_\_\_\_\_
  - b. ☐ The corporation does not have a principal office.

CORPORATIONS DIVISION  
(Revised January, 2002)

P. O. BOX 29622

RALEIGH, NC 27626-0622  
(Form B-01)

8. Any other provisions, which the corporation elects to include, are attached.

9. The name and address of each incorporator is as follows:

Steve Maginnis

7910 Vinings Oak Lane #218

Matthews, NC 28105

Medenburt

10. These articles will be effective upon filing, unless a date and/or time is specified:

This the Nov day of 03, 2003

  
Signature

Steve Maginnis, Incorporator

Type or Print Name and Title

NOTES:

1. Filing fee is \$125. This document must be filed with the Secretary of State.  
*Instructions for Filing*

CORPORATIONS DIVISION  
(Revised January, 2002)

P. O. BOX 29622

RALEIGH, NC 27626-0622  
(Form B-01)



# NORTH CAROLINA

## Department of The Secretary of State

---

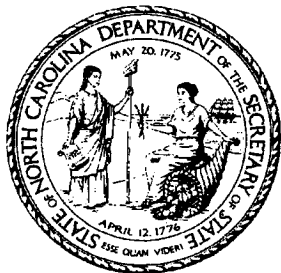
### CERTIFICATE OF EXISTENCE

I, ELAINE F. MARSHALL, Secretary of State of the State of North Carolina, do hereby certify that

#### **MANAGED SERVICES, INC.**

is a corporation duly incorporated under the laws of the State of North Carolina, having been incorporated on the 10th day of November, 2003, with its period of duration being Perpetual.

I FURTHER certify that, as of the date set forth hereunder, the said corporation's articles of incorporation are not suspended for failure to comply with the Revenue Act of the State of North Carolina; that the said corporation is not administratively dissolved for failure to comply with the provisions of the North Carolina Business Corporation Act; that its most recent annual report required by N.C.G.S. 55-16-22 has been delivered to the Secretary of State; and that the said corporation has not filed articles of dissolution as of the date of this certificate.

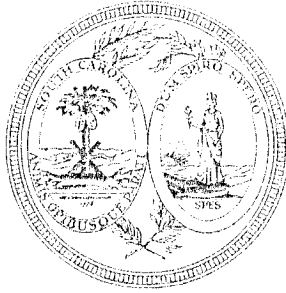


IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Raleigh, this 10th day of April, 2006

*Elaine F. Marshall*

Secretary of State

# *The State of South Carolina*



*Office of Secretary of State Mark Hammond*

## **Certificate of Authorization**

**I, Mark Hammond, Secretary of State of South Carolina Hereby certify that:**

MANAGED SERVICES, INC.,  
a corporation duly organized under the laws of the state of **NORTH CAROLINA**  
and issued a certificate of authority to transact business in South Carolina on  
**December 28th, 2004**, has on the date hereof filed all reports due this office,  
paid all fees, taxes and penalties owed to the Secretary of State, that the  
Secretary of State has not mailed notice to the Corporation that its authority to  
transact business in South Carolina is subject to being revoked pursuant to  
Section 33-15-310 of the 1976 South Carolina Code, and no application for  
surrender of authority to do business in South Carolina has been filed in this  
office as of the date hereof.

Given under my Hand and the Great  
Seal of the State of South Carolina this  
11th day of April, 2006.

A handwritten signature in black ink that reads "Mark Hammond". The signature is written in a cursive style with a large, stylized "M" and "H".

Mark Hammond, Secretary of State

## **EXHIBIT B**

The single shareholder is Steve Maginnis (100%).

Steve Maginnis is President/CEO of MSI.

672 Spyglass Way

Rock Hill, SC 29730

There are no other Officers or Directors.

Steve Maginnis owns 100% and is the only Officer.

There is no affiliation with any other telecommunications company.

There is no Parent company, Subsidiaries, or Affiliates.

Proforma Financials Created May 16, 2006

## **EXHIBIT C**

<b>MSI</b>					
<b>Balance Sheet</b>					
at Year-end	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
Cash	\$ 805,517	\$ 1,131,769	\$ 2,304,849	\$ 4,422,826	\$ 4,069,951
Accounts Receivable	\$ 1,217,242	\$ 5,235,804	\$ 11,382,792	\$ 19,893,296	\$ 30,863,665
Inventory	\$ 608,621	\$ 2,617,902	\$ 5,691,396	\$ 9,946,648	\$ 15,431,833
Fixed Assets (Gross)	\$ 8,602,353	\$ 28,471,838	\$ 67,394,493	\$ 131,050,493	\$ 219,343,081
Accumulated Depreciation	\$ 627,923	\$ 3,528,400	\$ 11,122,052	\$ 26,447,475	\$ 52,831,728
Net Fixed Assets	\$ 7,974,431	\$ 24,943,438	\$ 56,272,441	\$ 104,603,018	\$ 166,511,353
<b>Total Assets</b>	<b>\$ 10,605,810</b>	<b>\$ 33,928,913</b>	<b>\$ 75,651,479</b>	<b>\$ 138,865,788</b>	<b>\$ 216,876,801</b>
<b>Liabilities</b>					
Accounts Payable	\$ 1,217,242	\$ 5,235,804	\$ 11,382,792	\$ 19,893,296	\$ 30,863,665
Taxes Payable	\$ -	\$ -	\$ -	\$ -	\$ 1,540,543
Other Bank Notes	\$ 2,000,000	\$ 13,082,217	\$ 16,741,370	\$ 55,801,958	\$ 95,695,446
HOA Subscriber Loans	\$ -	\$ -	\$ -	\$ -	\$ -
Alarm Account Loans	\$ 235,824	\$ 1,955,918	\$ 5,858,729	\$ 10,396,187	\$ 14,632,615
<b>Total Liabilities</b>	<b>\$ 3,453,066</b>	<b>\$ 20,273,939</b>	<b>\$ 33,982,891</b>	<b>\$ 86,091,441</b>	<b>\$ 142,732,270</b>
<b>Equity</b>					
Purchased Shares	\$ 8,000,000	\$ 23,000,000	\$ 53,000,000	\$ 53,000,000	\$ 53,000,000
Developer Shares	\$ 4,450,017	\$ 4,450,017	\$ 4,450,017	\$ 4,450,017	\$ 4,450,017
Retained Earnings (Loss)	\$ (5,297,273)	\$ (13,795,043)	\$ (15,781,429)	\$ (4,675,671)	\$ 16,694,515
<b>Total Equity</b>	<b>\$ 7,152,744</b>	<b>\$ 13,654,974</b>	<b>\$ 41,668,588</b>	<b>\$ 52,774,346</b>	<b>\$ 74,144,532</b>
<b>Total Liabilities and Equity</b>	<b>\$ 10,605,810</b>	<b>\$ 33,928,913</b>	<b>\$ 75,651,479</b>	<b>\$ 138,865,788</b>	<b>\$ 216,876,801</b>

This financial information has been created based on current market conditions and continued stability with market conditions over the next 5 years.

**MSI****Proforma Income Statement**

	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
Branches Open at Year End	14	33	40	47	50
Subdivisions Open at Year End	23	70	155	284	450
Houses Constructed w/o Triple Play	1,585	9,565	27,875	51,100	78,350
Houses Under HOA with Triple Play	683	4,230	13,920	33,625	66,746
Stand Alone Security Customers	481	4,161	13,248	25,634	40,254
Stand Alone Wiring Warranty Customers	337	2,913	9,274	17,944	28,178
Stand Alone VoIP Customers	481	4,161	13,248	25,634	40,254
<b>Revenues</b>					
Upfront Activities	\$ 5,993,200	\$ 30,740,300	\$ 78,191,000	\$ 126,250,850	\$ 184,235,500
Services Revenue HOA	\$ 342,973	\$ 4,077,723	\$ 15,694,841	\$ 42,003,169	\$ 89,814,137
Revenue - Services Alarm & WW	\$ 58,356	\$ 933,805	\$ 4,193,609	\$ 9,697,897	\$ 16,606,841
Revenue - VoIP Services	\$ 61,861	\$ 989,899	\$ 4,445,522	\$ 10,280,456	\$ 17,604,425
Total Revenue	\$ 6,456,390	\$ 36,741,727	\$ 102,524,972	\$ 188,232,372	\$ 308,260,903
<b>Costs</b>					
Upfront Cost	\$ 4,424,480	\$ 22,789,205	\$ 57,023,560	\$ 89,159,403	\$ 127,817,315
Commissions	\$ 1,235,200	\$ 1,389,600	\$ 2,721,300	\$ 4,303,900	\$ 5,931,533
Other Costs	\$ 278,653	\$ 1,512,606	\$ 4,080,312	\$ 8,555,269	\$ 15,257,202
Services Costs - HOA	\$ 155,089	\$ 1,843,900	\$ 7,097,028	\$ 18,993,352	\$ 40,612,924
Services Costs - Alarm & WW	\$ 23,342	\$ 373,522	\$ 1,682,431	\$ 3,929,647	\$ 6,757,819
Services Costs-VoIP	\$ 49,489	\$ 791,919	\$ 3,566,991	\$ 8,331,407	\$ 14,327,532
Total Costs	\$ 6,166,252	\$ 28,700,752	\$ 76,171,621	\$ 133,272,978	\$ 210,704,325
Upfront Margin	\$ 54,867	\$ 5,048,889	\$ 14,365,828	\$ 24,232,278	\$ 35,229,450
Recurring Margin	\$ 235,270	\$ 2,992,086	\$ 11,987,523	\$ 30,727,116	\$ 62,327,128
Total Margin	\$ 290,138	\$ 8,040,975	\$ 26,353,351	\$ 54,959,394	\$ 97,556,578
Branch Administrative Costs	\$ 2,336,955	\$ 9,169,240	\$ 13,751,581	\$ 16,985,767	\$ 19,919,163
Corporate Costs	\$ 2,638,721	\$ 3,354,126	\$ 5,065,625	\$ 6,458,486	\$ 8,258,914
EBITDA	\$ (4,685,538)	\$ (4,482,391)	\$ 7,536,146	\$ 31,515,141	\$ 69,378,502
Interest Expense	\$ (16,189)	\$ 1,114,902	\$ 1,928,880	\$ 5,083,960	\$ 10,494,387
Depreciation	\$ 627,923	\$ 2,900,477	\$ 7,593,652	\$ 15,325,423	\$ 26,384,253
Profit Before Taxes	\$ (5,297,273)	\$ (8,497,770)	\$ (1,986,386)	\$ 11,105,758	\$ 32,499,862
Taxes	\$ (2,118,909)	\$ (3,399,108)	\$ (794,554)	\$ 4,442,303	\$ 12,999,945
Profit After Taxes	\$ (3,178,364)	\$ (5,098,662)	\$ (1,191,832)	\$ 6,663,455	\$ 19,499,917

This financial information has been created based on current market conditions and continued stability with market conditions over the next 5 years.



# Cash Flow Statement

## Sources of Cash

Beginning Cash Balance	\$ -	\$ 805,517	\$ 1,131,769	\$ 2,304,849	\$ 4,422,826
EBITDA	\$ (4,685,538)	\$ (4,482,391)	\$ 7,536,146	\$ 31,515,141	\$ 69,378,502
Equity Investment	\$ 8,000,000	\$ 15,000,000	\$ 30,000,000	\$ -	\$ -
Developer Investment	\$ 4,450,017	\$ -	\$ -	\$ -	\$ -
Investor Loans	\$ 2,000,000	\$ 10,000,000	\$ 2,000,000	\$ 35,000,000	\$ 31,000,000
HOA Subscriber Loans	\$ -	\$ -	\$ -	\$ -	\$ -
Alarm Account Loans	\$ 250,416	\$ 1,916,548	\$ 4,732,795	\$ 6,450,298	\$ 7,614,322
Interest Income	\$ 22,956	\$ 78,945	\$ 221,370	\$ 46,354	\$ 73,258

Total Sources of Cash	\$ 10,037,851	\$ 23,318,619	\$ 45,622,081	\$ 75,316,643	\$ 112,488,907
-----------------------	---------------	---------------	---------------	---------------	----------------

## Uses of Cash

Investor Loan Repayment	\$ -	\$ -	\$ -	\$ -	\$ -
HOA Subscriber Loans Repayment	\$ -	\$ -	\$ -	\$ -	\$ -
Alarm Account Loans Repayment	\$ 21,360	\$ 308,084	\$ 1,321,082	\$ 2,982,565	\$ 5,052,051
Working Capital	\$ 608,621	\$ 2,009,281	\$ 3,073,494	\$ 4,255,252	\$ 5,485,185
Capital Expenditures	\$ 8,602,353	\$ 19,869,484	\$ 38,922,656	\$ 63,656,000	\$ 88,292,588
Taxes Paid	\$ -	\$ -	\$ -	\$ -	\$ 9,589,134

Total Uses of Cash	\$ 9,232,334	\$ 22,186,849	\$ 43,317,231	\$ 70,893,817	\$ 108,418,957
--------------------	--------------	---------------	---------------	---------------	----------------

Ending Cash Balance	\$ 805,517	\$ 1,131,769	\$ 2,304,849	\$ 4,422,826	\$ 4,069,951
---------------------	------------	--------------	--------------	--------------	--------------

## EXHIBIT D

STEVE MAGINNIS  
672 Spyglass Way  
Rock Hill, SC 29730  
(704) 321.4176  
smaginnis@comporium.net

### Resume Steve Maginnis

#### MOST RECENT PROFESSIONAL EXPERIENCE

Managed Services, Inc (MSI), Matthews, NC President/CEO 2003- 2004  
(Single source provider for Triple Play plus Security in Multi and Single Family Master Planned Communities)  
(Managed all aspects of the construction of Infrastructure and Business Development)

- Formulated Strategic Planning and Partnering for Voice/Video/Data/Security
- Negotiated Long-term contracts for Recurring Revenue
- Offering Exclusive Agreements on Voice Over IP (VoIP)

Communications Services, Inc. (CSI), Marshville, NC President 2000- 2003  
(Telecommunications Infrastructure Provider –Construction with \$15 million revenue)  
(Manage all aspects of operations of operations/construction with over 200 employees)

- Develop and direct strategic planning initiatives including Negotiating Long-term contracts (Business Development) and Exclusivity Agreements with Developers
- Evaluate, design, and implement organizational change to grow in the Southeast
- Establish Compensation and Bonus programs all linked to a new Appraisal process to specifically address Revenue Growth
- Personally conducted Sales effort to grow Revenues of business (increased 50% in a down market)
- Build partnership agreements to construct fiber infrastructures, established facility-based CLEC operations
- Develop partnerships in Fiber Duct systems and wireless tower ownership for added Revenue

ALLTEL Communications, Inc., Charlotte, NC Director/VP Network Services 1998 - 2000

(all Wireline, Wireless Engineering, and Operations NC/SC)

- Designed a new organization structure for the converged engineering and operations network
- Implemented a new products purchase program and product repair program for wireline, wireless and CLEC
- Developed and negotiated a Master Contractor contract which will reduce the number of contracting firms and obtain volume discounts
- Developed the CLEC Service Activation/Application organization and processes
- Implemented "best practices" program for engineering and operations departments
- Recruited and built a high energy team of 149 engineers in 2 states with over 350 total employees
- Implemented a disaster recovery plan for a converged network
- Completed a \$10MM fiber ring project for CLEC in Charlotte, NC to lead a new Revenue initiative
- Top Sales award for a non-sales position

ALLTEL Carolina, Inc., Charlotte, NC President 1989 – 1998

(Total day to day Operations NC/SC for providing Residential/Business service to over 350,000 accts)

- Established the first revenue generating and commission program for outside plant technicians for their sales results
- Developed and led project teams (strike force) for specific objectives and Quarterly Ops Review
- Led the public relations and regulatory teams to communicate the effects of the Telecom Act of 1996 new Alt-reg. plan
- Managed a \$250m Capital Budget with \$700m in Revenue
- Instituted a consolidated Call/Service Center for orders and repair (multi-state)
- Established procedures to report Overtime/Call Outs/Expense Tracking/Sales Results
- Developed Surveys for Employees and Customers and Responsible for Improvements
- Managed 650+ employees not including Contractors
- Led the merger process in NC and Chaired Board of Directors meeting

# EXHIBIT D

STEVE MAGINNIS  
672 Spyglass Way  
Rock Hill, SC 29730  
(704) 321.4176  
smaginnis@comporium.net

## Resume Steve Maginnis

### MOST RECENT PROFESSIONAL EXPERIENCE

Managed Services, Inc (MSI), Matthews, NC **President/CEO** 2003- 2004  
(Single source provider for Triple Play plus Security in Multi and Single Family Master Planned Communities)  
(Managed all aspects of the construction of Infrastructure and Business Development)

- Formulated Strategic Planning and Partnering for Voice/Video/Data/Security
- Negotiated Long-term contracts for Recurring Revenue
- Offering Exclusive Agreements on Voice Over IP (VoIP)

Communications Services, Inc. (CSI), Marshville, NC **President** 2000- 2003  
(Telecommunications Infrastructure Provider –Construction with \$15 million revenue)  
(Manage all aspects of operations of operations/construction with over 200 employees)

- Develop and direct strategic planning initiatives including Negotiating Long-term contracts (Business Development) and Exclusivity Agreements with Developers
- Evaluate, design, and implement organizational change to grow in the Southeast
- Establish Compensation and Bonus programs all linked to a new Appraisal process to specifically address Revenue Growth
- Personally conducted Sales effort to grow Revenues of business (increased 50% in a down market)
- Build partnership agreements to construct fiber infrastructures, established facility-based CLEC operations
- Develop partnerships in Fiber Duct systems and wireless tower ownership for added Revenue

ALLTEL Communications, Inc., Charlotte, NC **Director/VP Network Services** 1998 - 2000  
(all Wireline, Wireless Engineering, and Operations NC/SC)

- Designed a new organization structure for the converged engineering and operations network
- Implemented a new products purchase program and product repair program for wireline, wireless and CLEC
- Developed and negotiated a Master Contractor contract which will reduce the number of contracting firms and obtain volume discounts
- Developed the CLEC Service Activation/Application organization and processes
- Implemented "best practices" program for engineering and operations departments
- Recruited and built a high energy team of 149 engineers in 2 states with over 350 total employees
- Implemented a disaster recovery plan for a converged network
- Completed a \$10MM fiber ring project for CLEC in Charlotte, NC to lead a new Revenue initiative
- Top Sales award for a non-sales position

ALLTEL Carolina, Inc., Charlotte, NC **President** 1989 – 1998  
(Total day to day Operations NC/SC for providing Residential/Business service to over 350,000 accts)

- Established the first revenue generating and commission program for outside plant technicians for their sales results
- Developed and led project teams (strike force) for specific objectives and Quarterly Ops Review
- Led the public relations and regulatory teams to communicate the effects of the Telecom Act of 1996 new Alt-reg. plan
- Managed a \$250m Capital Budget with \$700m in Revenue
- Instituted a consolidated Call/Service Center for orders and repair (multi-state)
- Established procedures to report Overtime/Call Outs/Expense Tracking/Sales Results
- Developed Surveys for Employees and Customers and Responsible for Improvements
- Managed 650+ employees not including Contractors
- Led the merger process in NC and Chaired Board of Directors meeting

TITLE PAGE

SOUTH CAROLINA LOCAL TELECOMMUNICATIONS TARIFF

OF

**Managed Services, Inc**  
**(MSI)**

This tariff, filed with the  
South Carolina Public Service Commission and the Office of Regulatory Staff,  
contains the rates, terms, and conditions applicable to  
Local Exchange Services within the State of South Carolina  
offered by MSI.

---

Issued: 06/07/05

g:\common\4490.001\Local Exchange Services Tariff, SC Tariff No. 1

Effective:

Issued by: Steve Maginnis  
Managed Services, Inc  
672 Spyglass Way  
Rock Hill, SC 29730  
(704) 321-4176  
smaginnis@comporium.net

**CHECK SHEET**

Page	Revision
1	Original
2	Original
3	Original
4	Original
5	Original
6	Original
7	Original
8	Original
9	Original
10	Original
11	Original
12	Original
13	Original
14	Original
15	Original
16	Original
17	Original
18	Original
19	Original
20	Original
21	Original

Issued: 06/07/05

g:\common\4490.001\Local Exchange Services Tariff, SC Tariff No. 1

Effective:

Issued by: Steve Maginnis  
Managed Services, Inc  
672 Spyglass Way  
Rock Hill, SC 29730  
(704) 321-4176  
smaginnis@comporium.net

**CONTENTS**

TABLE OF CONTENTS .....	3
SYMBOLS .....	5
APPLICATION OF TARIFF .....	6
1.0 DEFINITIONS .....	7
2.0 RULES AND REGULATIONS .....	8
2.1 Undertaking of the Company .....	8
2.2 Limitations .....	8
2.3 Use .....	9
2.4 Liability of the Company .....	9
2.5 Deposits .....	10
2.6 Advance Payments .....	11
2.7 Taxes .....	11
2.8 Equipment .....	11
2.9 Payment for Service .....	13
2.10 Cancellation by the Customer .....	14
2.11 Interconnection .....	14
2.12 Refusal or Discontinuance by the Company .....	14
2.13 Inspection, Testing, and Adjustment .....	16
2.14 Tests, Pilots, Promotional Campaigns, and Contests .....	16
2.15 Interruption of Service .....	16
2.16 Cost of Collection and Repair .....	17
2.17 Returned Check Charges .....	17
2.18 Service Implementation .....	17
2.19 Reconnection Charge .....	17
2.20 Late Payment Charges .....	17
2.21 Special Construction .....	18

Issued: 06/07/05

Effective:

g:\common\4490.001\Local Exchange Services Tariff, SC Tariff No. 1

Issued by: Steve Maginnis  
Managed Services, Inc  
672 Spyglass Way  
Rock Hill, SC 29730  
(704) 321-4176  
smaginnis@comporium.net

**CONTENTS (CONTINUED)**

3.0	DESCRIPTION OF SERVICE .....	19
3.1	Local Service Areas .....	19
4.0	SPECIAL SERVICE ARRANGEMENTS .....	19
4.1	Individual Case Basis Arrangements .....	19
5.0	LOCAL RESIDENTIAL and BUSINESS RATES .....	19
5.1	General .....	19
5.2	Price List for Maximum Rates .....	20
5.3	Price List for Actual Pricing .....	21

Issued: 06/07/05

g:\common\4490.001\Local Exchange Services Tariff, SC Tariff No. 1

Effective:

Issued by: Steve Maginnis  
Managed Services, Inc  
672 Spyglass Way  
Rock Hill, SC 29730  
(704) 321-4176  
smaginnis@comporium.net

---

**SYMBOLS**

Explanation of Symbols - When changes are made in any tariff page, a revised page will be listed canceling the tariff page affected. Changes will be identified on the revised page(s) through the use of the following symbols:

- (C) To signify changed regulation
- (D) To signify discontinued rate or regulation
- (I) To signify increased rates
- (M) To signify material relocated from one page to another without change
- (N) To signify new rate, regulation, or text
- (R) To signify reduced rate
- (T) To signify a change in text, but no change in rate or regulation

---

Issued: 06/07/05

Effective:

g:\common\4490.001\Local Exchange Services Tariff, SC Tariff No. 1

Issued by: Steve Maginnis  
Managed Services, Inc  
672 Spyglass Way  
Rock Hill, SC 29730  
(704) 321-4176  
smaginnis@comporium.net



**APPLICATION OF TARIFF**

This tariff contains the regulations, services, and rates applicable to the provision of local exchange telecommunications services by MSI, hereinafter referred to as "the Company," within the State of South Carolina and specifically in those locations approved by the South Carolina Public Service Commission or designated by tariff filings detailed herein.

---

Issued: 06/07/05

g:\common\4490.001\Local Exchange Services Tariff, SC Tariff No. 1

Effective:

Issued by: Steve Maginnis  
Managed Services, Inc  
672 Spyglass Way  
Rock Hill, SC 29730  
(704) 321-4176  
smaginnis@comporium.net

**1.0 - DEFINITIONS**

**Access Line** - An arrangement that connects the customer's location to a Company switching center or point of presence.

**Authorized User** - A person, firm, corporation, or any other entity authorized by the customer to communicate utilizing the Company's service.

**Carrier or Company** - Whenever used in this tariff, "Carrier" or "Company" refers to MSI, unless otherwise clearly indicated by the contract.

**Commission** - The South Carolina Public Service Commission.

**Customer** - The person, firm, corporation, or other entity which orders, cancels, amends, or uses service and is responsible for the payment of charges and compliance with the Company's tariff.

**Local Calling Area** - The area within which telecommunication service is furnished customers under a specific schedule or exchange access rates. A local calling area may include one or more exchange service areas or portions of exchange service areas.

**ILEC** - The Incumbent Local Exchange Carrier.

**LEC** - Local Exchange Company.

**Local Exchange Services** - Telecommunications services furnished for use by end-users in placing and receiving local telephone calls within local calling areas.

**ORS** - The South Carolina Office of Regulatory Staff.

**Resold Local Exchange Service** - A service composed of the resale of exchange access lines and local calling provided by other authorized Local Exchange Carriers, in combination with Company-provided usage services, miscellaneous services or interstate/international services.

---

Issued: 06/07/05

Effective:

g:\common\4490.001\Local Exchange Services Tariff, SC Tariff No. 1

Issued by: Steve Maginnis  
Managed Services, Inc  
672 Spyglass Way  
Rock Hill, SC 29730  
(704) 321-4176  
smaginnis@comporium.net

---

**2.0 - RULES AND REGULATIONS****2.1 Undertaking of the Company**

The services of the Company offered pursuant to this tariff are furnished for Local Exchange Service among specified points within a Local Calling Area. The Company may offer these services over its own or resold facilities.

The Company installs, operates, and maintains the communications services provided hereunder in accordance with the terms and conditions set forth under this tariff. The Company may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities as required in the Commission's rules and orders, when authorized by the Customer, to allow connection of a Customer's location to the Company's network. The Customer shall be responsible for all charges due for such service arrangement as listed in Section 6 as well as any pass through charges billed by other carriers or entities.

The Company's services and facilities are provided on a monthly basis unless otherwise indicated and are available twenty-four hours per day, seven days per week.

**2.2 Limitations**

- 2.2.1 Service is offered subject to the availability of the necessary facilities and equipment and subject to the provisions of this tariff.
- 2.2.2 The Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control, or when the customer is using service in violation of provisions of this tariff, or in violation of the law.
- 2.2.3 The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.

---

Issued: 06/07/05

Effective:

g:\common\4490.001\Local Exchange Services Tariff, SC Tariff No. 1

Issued by: Steve Maginnis  
Managed Services, Inc  
672 Spyglass Way  
Rock Hill, SC 29730  
(704) 321-4176  
smaginnis@comporium.net

**2.0 - RULES AND REGULATIONS (CONTINUED)**

- 2.2.4 All facilities provided under this tariff are directly controlled by the Company, and the customer may not transfer or assign the use of service or facilities without the express written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of the service or facilities.
- 2.2.5 Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service.

**2.3 Use**

Services provided under this tariff may be used for any lawful purposes for which the service is technically suited.

**2.4 Liability of the Company**

- 2.4.1 The Company's liability for damages arising out of mistakes, interruptions, omissions, delays, errors, or defects in transmission which occur in the course of furnishing service or facilities, in no event shall exceed an amount equivalent to the proportionate charge to the customer for the period during which the faults in transmission occur.
- 2.4.2 The Company shall not be liable for claim or loss, expense or damage (including indirect, special, or consequential damages), for any interruption, delay, error, omission, or defect in any service, facility, or transmission provided under this tariff, if caused by any person or entity other than the Company, by any malfunction of any service or facility provided by any other carrier, by an act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the Company's direct control.

Issued: 06/07/05

g:\common\4490.001\Local Exchange Services Tariff, SC Tariff No. 1

Effective:

Issued by: Steve Maginnis  
Managed Services, Inc  
672 Spyglass Way  
Rock Hill, SC 29730  
(704) 321-4176  
smaginnis@comporium.net

**2.0 RULES AND REGULATIONS (CONTINUED)****2.4 Liability of the Company (Continued)**

- 2.4.3 The Company shall not be liable for, and shall be fully indemnified and held harmless by the Customer against any claim or loss, expense, or damage (including indirect, special, or consequential damages) for defamation, libel, slander, invasion, infringement of copyright or patent, unauthorized use of any trademark, trade name, or service mark, unfair competition, interference with or misappropriation or violation of any contract, proprietary, or creative right, or any other injury to any person, property, or entity arising out of the material, data, information, or other content revealed to, transmitted, or used by the Company under this tariff; or for any act or omission of the Customer; or for any personal injury or death of any person caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use, or removal of equipment or wiring provided by the Company, if not directly caused by the gross negligence of the Company.
- 2.4.4 No agent or employee of any other carrier shall be deemed to be an agent or employee of the Company.
- 2.4.5 The Company shall not be liable for any defacement of or damages to the premises of a Customer resulting from the furnishing of service which is not the direct result of the Company's gross negligence or willful misconduct.

**2.5 Deposits**

Deposits may be required from Customers whose credit history is unacceptable or unavailable. Deposits are collected in accordance with the rules of the Commission.

Issued: 06/07/05

g:\common\4490.001\Local Exchange Services Tariff, SC Tariff No. 1

Effective:

Issued by: Steve Maginnis  
Managed Services, Inc  
672 Spyglass Way  
Rock Hill, SC 29730  
(704) 321-4176  
smaginnis@comporium.net

**2.0 - RULES AND REGULATIONS (CONTINUED)****2.6 Advance Payments****2.6.1 Recurring Charges**

For Customers from whom the Company feels an advance payment is necessary based on certain criteria, the Company reserves the right to collect an amount not to exceed one (1) month's charges for basic local service, verticals, etc., excluding any measured services, as an advance payment for service. This will be applied against the next month's charges and a new advance payment may be collected for the next month. This policy will be uniform and enforced as such with all customers.

**2.6.2 Nonrecurring Charges**

The Company reserves the right to require pre-payment of nonrecurring charges in such amount as may be deemed necessary by the Company. In addition, where special construction is involved, advance payment of the quoted construction charges may be required at the time of application for service.

**2.7 Taxes**

All federal, state and local taxes (including but not limited to franchise fees, excise tax, sales tax, municipal utilities tax) are listed as separate line items and are not included in the quoted rates.

**2.8 Equipment**

2.8.1 The Company's facilities and service may be used with or terminated in Customer-provided terminal equipment or Customer-provided communications systems, such as a PBX or key systems. Such terminal equipment shall be furnished and maintained at the expense of the Customer, except as otherwise provided. The Customer is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of the Company's service. The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities.

Issued: 06/07/05

Effective:

g:\common\4490.001\Local Exchange Services Tariff, SC Tariff No. 1

Issued by: Steve Maginnis  
Managed Services, Inc  
672 Spyglass Way  
Rock Hill, SC 29730  
(704) 321-4176  
smaginnis@comporium.net

**2.0 - RULES AND REGULATIONS (CONTINUED)****2.8 Equipment (Continued)**

- 2.8.2 The Company shall use reasonable efforts to maintain facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, disconnect, rearrange, remove, and attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- 2.8.3 Equipment the Company provides or installs at the Customer's premises for use in connection with services the Company offers shall not be used for any purpose other than that for which the Company provided it.
- 2.8.4 The Customer shall be responsible for payment of service charges, as set forth herein, for visits by the Company's agents or employees to the premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.
- 2.8.5 The Company shall not be responsible for the installation, operation, or maintenance of any Customer-provided equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for the transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission or the reception of signals by Customer-provided equipment.
- 2.8.6 Upon reasonable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in the section for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of such facilities and equipment to Company-provided facilities and equipment.

Issued: 06/07/05

g:\common\4490.001\Local Exchange Services Tariff, SC Tariff No. 1

Effective:

Issued by: Steve Maginnis  
Managed Services, Inc  
672 Spyglass Way  
Rock Hill, SC 29730  
(704) 321-4176  
smaginnis@comporium.net

**2.0 - RULES AND REGULATIONS (CONTINUED)****2.8 Equipment (Continued)**

- 2.8.7 Title to all facilities provided by the Company under this tariff shall remain in the Company's name or in the name of the carrier supplying the services and facilities being resold.

**2.9 Payment for Service**

- 2.9.1 The Customer is responsible for payment of all charges for services and equipment furnished to the Customer or to an authorized user of the Customer by the Company. All charges due by the Customer are payable to the Company or to any agency duly authorized to receive such payments. Terms of payment shall be according to the rules and regulations of the agency and subject to the rules of the Commission.
- 2.9.2 All bills are presumed accurate, and shall be binding on the customer unless objection is received by the Company in writing or orally within the applicable statute of limitations. No credits, refunds or adjustments shall be granted if demand therefore is not received within such limitation period. If a Customer is not satisfied with the Company's response to an inquiry or request for credit, he or she may contact the Consumer Services Division of ORS for investigation. The contact information for such is listed in the following:

Office of Regulatory Staff  
State of South Carolina  
Consumer Services Division  
Post Office Box 11263  
Columbia, SC 29211  
Telephone Number – 803-737-5230  
Toll Free Number – 1-800-922-1531  
Fax Number – 803-737-4750

Issued: 06/07/05

g:\common\4490.001\Local Exchange Services Tariff, SC Tariff No. 1

Effective:

Issued by: Steve Maginnis  
Managed Services, Inc  
672 Spyglass Way  
Rock Hill, SC 29730  
(704) 321-4176  
smaginnis@comporium.net



**2.0 - RULES AND REGULATIONS (CONTINUED)**

- 2.9.3 Upon receipt of a billing inquiry, charges involved in the disputed element(s) of the invoice will be temporarily suspended pending resolution of the dispute. The Customer, however, remains responsible for the timely payment of the non-disputed elements of the invoice.

**2.10 Cancellation by the Customer**

Pending proper identification, the Customer may cancel service by providing notice to the Company.

**2.11 Interconnection**

Service furnished by the Company may be connected with the services or facilities of other carriers or enhanced service providers. The Customer is responsible for all charges billed by these entities for use in connection with the Company's service. Any special interface equipment or facilities necessary to achieve compatibility between these entities is the responsibility of the Customer. Neither the Company nor any connecting carrier participating in a service shall be liable for any act or omission of any other company or companies furnishing a portion of such service.

**2.12 Refusal or Discontinuance by the Company**

The Company may refuse, suspend, or discontinue service under the following conditions without incurring any liability provided that, unless otherwise stated, the Customer shall be given seven (7) days written notice to comply with any rule or to remedy any deficiency.

- 2.12.1 For non-compliance with or violation of any State, municipal, or Federal law, ordinance, or regulation pertaining to telecommunications service.
- 2.12.2 For use of telecommunications service for any property or purpose other than that described in the application.
- 2.12.3 For neglect or refusal to provide reasonable access to the Company or its agents for the purpose of inspection and maintenance of equipment owned by the Company or its agents.

---

Issued: 06/07/05

Effective:

g:\common\4490.001\Local Exchange Services Tariff, SC Tariff No. 1

Issued by: Steve Maginnis  
Managed Services, Inc  
672 Spyglass Way  
Rock Hill, SC 29730  
(704) 321-4176  
smaginnis@comporium.net

**2.0 - RULES AND REGULATIONS (CONTINUED)**

- 2.12.4 For noncompliance with or violation of a Commission regulation or the Company's rules and regulations on file with the Commission.
- 2.12.5 For nonpayment of bills, including bills for any of the Company's other communication services, provided that suspension or termination of service shall not be made without five (5) days written notice to the Customer. However, residential basic local service shall not be disconnected for nonpayment for at least 30 days from the date of the bill, and the Company has given the Customer a written notice of the proposed disconnection at least five (5) days before the date of disconnection.
- 2.12.6 Without notice in the event of Customer or authorized user use of equipment in such a manner as to adversely affect the Company's equipment or service to others.
- 2.12.7 Without notice in the event of tampering with the equipment or services owned by the Company or its agents.
- 2.12.8 Without notice in the event of unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, the Company may, before restoring service, require the Customer to make, at his or her own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.
- 2.12.9 Without notice by reason of any order or decision of a court or other government authority having jurisdiction which prohibits the Company from furnishing such services.

Issued: 06/07/05

g:\common\4490.001\Local Exchange Services Tariff, SC Tariff No. 1

Effective:

Issued by: Steve Maginnis  
Managed Services, Inc  
672 Spyglass Way  
Rock Hill, SC 29730  
(704) 321-4176  
smaginnis@comporium.net

**2.0 - RULES AND REGULATIONS (CONTINUED)****2.13 Inspection, Testing, and Adjustment**

Upon reasonable notice, the facilities provided by the Company shall be made available to the Company for tests and adjustments as may be deemed necessary by the Company for maintenance. No interruption allowance will be granted for the time during which such tests and adjustments are made.

**2.14 Tests, Pilots, Promotional Campaigns, and Contests**

The Company may conduct special tests or pilot programs and promotions at its discretion to demonstrate the ease of use, quality of service, and to promote the sale of its services. The Company may also waive a portion of all processing fees or installation fees by winners of contests and other occasional promotional events sponsored or endorsed by the Company. From time to time, the Company may waive all processing fees for a Customer. The Company will notify the Commission and the ORS with the filing of a transmittal letter regarding Tests, Pilots, Promotional Campaigns and Contests. The aforementioned will not be published in the Company's tariff.

**2.15 Interruption of Service**

Credit allowances for interruptions of service which are not due to the Company's testing or adjusting, to the negligence of the Customer, or to the failure of channels, equipment, or communications systems provided by the Customer, are subject to the general liability provisions set forth in Section 2.4 herein. It shall be the obligation of the Customer to notify the Company immediately of any interruption in service for which a credit allowance is desired by the Customer. Before giving such notice, the Customer shall ascertain that the trouble is not within his or her control, or is not in wiring or equipment, if any, furnished by the Customer and connected to the Company's terminal. Interruptions caused by Customer-provided or Company-provided automatic dialing equipment are not deemed an interruption of service as defined.

Issued: 06/07/05

g:\common\4490.001\Local Exchange Services Tariff, SC Tariff No. 1

Effective:

Issued by: Steve Maginnis  
Managed Services, Inc  
672 Spyglass Way  
Rock Hill, SC 29730  
(704) 321-4176  
smaginnis@comporium.net

**2.0 - RULES AND REGULATIONS (CONTINUED)****2.16 Cost of Collection and Repair**

The Customer is responsible for any and all costs incurred in the collection of moneys due the Company including legal and accounting expenses. The Customer is also responsible for recovery costs of Company provided equipment and any expenses required for repair or replacement of damaged equipment.

**2.17 Returned Check Charges**

A fee in the amount allowed by S.C. Code Annotated Section 34-11-70 will be charged whenever a check or draft presented for service is not accepted by the institution on which it is written.

**2.18 Service Implementation**

Absent a promotional offering, service implementation charges as listed in Section 6 will apply per service order to a new service order or to orders to change existing service as specified in Section 3.

**2.19 Reconnection Charge**

A reconnection fee per occurrence may be charged when service is re-established for Customers who have been disconnected for non-payment, and is payable at the time that the restoration of suspended service and facilities is arranged. If a Customer premises visit is required, an additional fee may be charged. Reconnection charges are listed in Section 5.

**2.20 Late Payment Charges**

A maximum of one and a half percent (1-1/2%) will be added to any unpaid balance brought forward from the previous billing date to cover the cost of collection and carrying accounts in arrears. This method of late payment charge will be made in lieu of any other penalty. Billing for 900 and 900-type charges or non-regulated items are excluded from the balance on which a late fee may be imposed

Issued: 06/07/05

g:\common\4490.001\Local Exchange Services Tariff, SC Tariff No. 1

Effective:

Issued by: Steve Maginnis  
Managed Services, Inc  
672 Spyglass Way  
Rock Hill, SC 29730  
(704) 321-4176  
smaginnis@comporium.net

**2.0 - RULES AND REGULATIONS (CONTINUED)****2.21 Special Construction**

Subject to the agreement of the Company and to all of the regulations contained in this tariff, special construction of facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Special construction is construction undertaken:

1. where facilities are not presently available, and there is no other requirement for the facilities so constructed;
2. of a type other than that which the Company would normally utilize in the furnishing of its services;
3. over a route other than that which the Company would normally utilize in the furnishing of its services;
4. in a quantity greater than that which the Company would normally construct;
5. on an expedited basis;
6. on a temporary basis until permanent facilities are available;
7. involving abnormal costs; or
8. in advance of its normal construction.

The Customer will be charged for the special construction based upon engineering, labor, and cost of materials. An estimate will be provided to the Customer before any construction is undertaken.

---

Issued: 06/07/05

g:\common\4490.001\Local Exchange Services Tariff, SC Tariff No. 1

Effective:

Issued by: Steve Maginnis  
Managed Services, Inc  
672 Spyglass Way  
Rock Hill, SC 29730  
(704) 321-4176  
smaginnis@comporium.net

**3.0 - DESCRIPTION OF SERVICE****3.1 Local Service Areas**

The Company will provide Local Exchange Service within the State of South Carolina. Upon the Company's execution of an interconnection agreement, the Company will define the local calling areas and geographic area being served.

**4.0 - SPECIAL SERVICE ARRANGEMENTS****4.1 Individual Case Basis Arrangements**

Arrangements will be developed on a case-by-case basis in response to a bona fide special request from a Customer or prospective Customer to develop a competitive bid for a service not generally available under this tariff. The Company's rates will be offered to the Customer in writing and on a non-discriminatory basis. All such rates will be submitted to the Commission for approval.

**5.0 – LOCAL RESIDENTIAL and BUSINESS RATES****5.1 General**

Installation, monthly recurring, and per minute charges may apply to the Company's local exchange services.

Issued: 06/07/05

g:\common\4490.001\Local Exchange Services Tariff, SC Tariff No. 1

Effective:

Issued by: Steve Maginnis  
Managed Services, Inc  
672 Spyglass Way  
Rock Hill, SC 29730  
(704) 321-4176  
smaginnis@comporium.net

**5.0 – LOCAL RESIDENTIAL and BUSINESS RATES (continued)****5.2 Price List for Maximum Rates**

## SC RATES (maximum)

		Residential	Business
Activation Fees	Per Occurrence	\$100.00	\$210.00
Restoration Service	Per Occurrence	\$100.00	\$180.00
Move Service			
(reconnection)	Per Occurrence	\$100.00	\$195.00
Carrier Change	Per Occurrence	\$100.00	\$135.00
Number Change	Per Occurrence	\$120.00	\$165.00

Basic Local Exchange  
Service

\$150.00 \$65.00

Extended Local Calling  
(calling area to be  
determined)

\$135.00 \$45.00

Caller ID	\$48.00	Per line	\$18.00
Call Return	\$40.00	Per line	\$15.00
Call Waiting	\$28.00	Per line	\$10.00
Call Forwarding	\$28.00	Per line	\$10.00
Non-Published Numbers	\$28.00	Per line	\$10.00
Speed Dialing	\$28.00	Per line	\$10.00
Conference Calling			
(3-way Calling)	\$28.00	Per line	\$10.00
Adding Additional Features (non-recurring after initial order)	\$100.00	Per line	\$45.00

Issued: 06/07/05

g:\common\4490.001\Local Exchange Services Tariff, SC Tariff No. 1

Effective:

Issued by: Steve Maginnis  
Managed Services, Inc  
672 Spyglass Way  
Rock Hill, SC 29730  
(704) 321-4176  
smaginnis@comporium.net

**5.0 – LOCAL RESIDENTIAL and BUSINESS RATES (continued)**

**5.3    Price List for Actual Pricing**

The Company shall prepare a list of actual pricing of services to accompany the maximum rates once business commences in South Carolina.

---

Issued: 06/07/05

g:\common\4490.001\Local Exchange Services Tariff, SC Tariff No. 1

Effective:

Issued by:    Steve Maginnis  
Managed Services, Inc  
672 Spyglass Way  
Rock Hill, SC 29730  
(704) 321-4176  
smaginnis@comporium.net



TITLE PAGE

SOUTH CAROLINA INTEREXCHANGE TELECOMMUNICATIONS TARIFF

OF

**Managed Services Inc  
(MSI)**

This tariff, filed with the  
South Carolina Public Service Commission and the Office of Regulatory Staff,  
contains the rates, terms, and conditions applicable to  
Interexchange Telecommunications Services within the State of South Carolina  
offered by MSI.

Managed Services, Inc (MSI) has not yet pursued Interconnect Agreements with any Carriers and therefore, is unable to complete pricing for local or long distance rates for Residential or Business Services. As Price Lists are developed MSI will file, prior to offering local or long distance services, its final appropriate tariff pages for Commission approvals. The final tariff shall include MSI's Maximum Rate Schedule and Price List. The final tariff shall conform to all matters discussed with Staff and shall comply with South Carolina law in all matters.

---

Issued: 06/07/06

4490.001\Interexchange Services Tariff, SC Tariff No. 2

Effective:

Issued by:

Steve Maginnis  
Managed Services, Inc  
672 Spyglass Way  
Rock Hill, SC 29730  
(704) 321-4176  
smaginnis@comporium.net

**CHECK SHEET**

<u>Page</u>	<u>Revision</u>
1	Original
2	Original
3	Original
4	Original
5	Original
6	Original
7	Original
8	Original
9	Original
10	Original
11	Original
12	Original
13	Original
14	Original
15	Original
16	Original
17	Original
18	Original
19	Original
20	Original

---

Issued: 06/07/06

4490.001\Interexchange Services Tariff, SC Tariff No. 2

Effective:

Issued by:

Steve Maginnis  
Managed Services, Inc  
672 Spyglass Way  
Rock Hill, SC 29730  
(704) 321-4176  
smaginnis@comporium.net

---

**CONTENTS**

TABLE OF CONTENTS .....	3
SYMBOLS .....	5
APPLICATION OF TARIFF .....	6
1.0 DEFINITIONS .....	7
2.0 RULES AND REGULATIONS .....	8
2.1 Undertaking of the Company .....	8
2.2 Limitations .....	8
2.3 Use .....	9
2.4 Liability of the Company .....	9
2.5 Deposits.....	10
2.6 Advance Payments.....	11
2.7 Taxes .....	11
2.8 Equipment .....	11
2.9 Payment for Service .....	13
2.10 Cancellation by the Customer .....	14
2.11 Interconnection.....	14
2.12 Refusal or Discontinuance by the Company .....	14
2.13 Inspection, Testing, and Adjustment.....	15
2.14 Tests, Pilots, Promotional Campaigns, and Contests.....	16
2.15 Interruption of Service .....	16
2.16 Cost of Collection and Repair.....	16
2.17 Returned Check Charges.....	16
2.18 Reconnection Charge .....	17
2.19 Late Payment Charges.....	17
2.20 Special Construction .....	17
2.21 Marketing Practices.....	18

Issued: 06/07/06

4490.001\Interexchange Services Tariff, SC Tariff No. 2

Effective:

Issued by:

Steve Maginnis  
Managed Services, Inc  
672 Spyglass Way  
Rock Hill, SC 29730  
(704) 321-4176  
smaginnis@comporium.net

**CONTENTS (CONTINUED)**

3.0	DESCRIPTION OF SERVICE .....	18
3.1	General .....	18
3.2	Product Descriptions .....	19
4.0	MAXIMUM RATES .....	19
4.1	General .....	19
4.2	Residential Services .....	19
5.0	BUSINESS SERVICES .....	20
6.0	SPECIAL SERVICE ARRANGEMENTS .....	20
6.1	Individual Case Basis Arrangements .....	20
7.0	PRICE LIST .....	20
7.1	Residential Services .....	20

---

Issued: 06/07/06

4490.001\Interexchange Services Tariff, SC Tariff No. 2

Effective:

Issued by: Steve Maginnis  
Managed Services, Inc  
672 Spyglass Way  
Rock Hill, SC 29730  
(704) 321-4176  
smaginnis@comporium.net

## SYMBOLS

**Explanation of Symbols** - When changes are made in any tariff page, a revised page will be listed canceling the tariff page affected. Changes will be identified on the revised page(s) through the use of the following symbols:

- (C) To signify changed regulation
- (D) To signify discontinued rate or regulation
- (I) To signify increased rates
- (M) To signify material relocated from one page to another without change
- (N) To signify new rate, regulation, or text
- (R) To signify reduced rate
- (T) To signify a change in text, but no change in rate or regulation

---

Issued: 06/07/06

4490.001\Interexchange Services Tariff, SC Tariff No. 2

Effective:

Issued by: Steve Maginnis  
Managed Services, Inc  
672 Spyglass Way  
Rock Hill, SC 29730  
(704) 321-4176  
smaginnis@comporium.net

**APPLICATION OF TARIFF**

This tariff contains the regulations, services, and rates applicable to the provision of Interexchange telecommunications services by MSI, hereinafter referred to as "the Company," for telecommunications between points within the State of South Carolina.

---

Issued: 06/07/06

4490.001\Interexchange Services Tariff, SC Tariff No. 2

Effective:

Issued by: Steve Maginnis  
Managed Services, Inc  
672 Spyglass Way  
Rock Hill, SC 29730  
(704) 321-4176  
smaginnis@comporium.net

## 1.0 - DEFINITIONS

**Authorized User** - A person, firm, corporation, or any other entity authorized by the customer to communicate utilizing the Company's service.

**Carrier or Company** - Whenever used in this tariff, "Carrier" or "Company" refers to MSI, unless otherwise clearly indicated by the contract.

**Commission** - The South Carolina Public Service Commission.

**Customer** - The person, firm, corporation, or other entity which orders, cancels, amends, or uses service and is responsible for the payment of charges and compliance with the Company's tariff.

**LEC** - Local Exchange Company.

**ORS** - The South Carolina Office of Regulatory Staff.

**Service** - Any or all services provided pursuant to this Tariff.

**Telecommunications** - The transmission of voice, data, facsimile, signaling, metering, or other similar communications.

---

Issued: 06/07/06

4490.001\Interexchange Services Tariff, SC Tariff No. 2

Effective:

Issued by: Steve Maginnis  
Managed Services, Inc  
672 Spyglass Way  
Rock Hill, SC 29730  
(704) 321-4176  
smaginnis@comporium.net

**2.0 - RULES AND REGULATIONS****2.1 Undertaking of the Company**

The services of the Company are furnished for Interexchange service within the State of South Carolina. The Company's services are furnished subject to the availability of facilities and subject to the terms and conditions of this tariff. The Company may offer these services over its own or resold facilities.

The Company installs, operates, and maintains the communications services provided hereunder in accordance with the terms and conditions set forth under this tariff. The Company may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities as required in the Commission's rules and orders, when authorized by the Customer, to allow connection of a Customer's location to the Company's network. The Customer shall be responsible for all charges due for such service arrangement as listed in Section 6 as well as any pass through charges billed by other carriers or entities.

The Company's services and facilities are provided on a monthly basis unless otherwise indicated and are available twenty-four hours per day, seven days per week.

**2.2 Limitations**

- 2.2.1 Service is offered subject to the availability of the necessary facilities and equipment and subject to the provisions of this tariff.
- 2.2.2 The Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control, or when the customer is using service in violation of provisions of this tariff, or in violation of the law.
- 2.2.3 The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.
- 2.2.4 All facilities provided under this tariff are directly controlled by the Company, and the customer may not transfer or assign the use of service or facilities without the express written consent of the Company. Such transfer or assignment shall only apply

---

Issued: 06/07/06

4490.001\Interexchange Services Tariff, SC Tariff No. 2

Effective:

Issued by: Steve Maginnis  
Managed Services, Inc  
672 Spyglass Way  
Rock Hill, SC 29730  
(704) 321-4176  
smaginnis@comporium.net



where there is no interruption of the use or location of the service or facilities.

- 2.2.5 Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service.

### **2.3 Use**

Services provided under this tariff may be used for any lawful purposes for which the service is technically suited.

### **2.4 Liability of the Company**

- 2.4.1 The Company's liability for damages arising out of mistakes, interruptions, omissions, delays, errors, or defects in transmission which occur in the course of furnishing service or facilities, in no event shall exceed an amount equivalent to the proportionate charge to the customer for the period during which the faults in transmission occur.
- 2.4.2 The Company shall not be liable for claim or loss, expense or damage (including indirect, special, or consequential damages), for any interruption, delay, error, omission, or defect in any service, facility, or transmission provided under this tariff, if caused by any person or entity other than the Company, by any malfunction of any service or facility provided by any other carrier, by an act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the Company's direct control.

---

Issued: 06/07/06

4490.001\Interexchange Services Tariff, SC Tariff No. 2

Effective:

Issued by: Steve Maginnis  
Managed Services, Inc  
672 Spyglass Way  
Rock Hill, SC 29730  
(704) 321-4176  
smaginnis@comporium.net

## 2.0 RULES AND REGULATIONS (CONTINUED)

**2.4 Liability of the Company (Continued)**

- 2.4.3 The Company shall not be liable for, and shall be fully indemnified and held harmless by the Customer against any claim or loss, expense, or damage (including indirect, special, or consequential damages) for defamation, libel, slander, invasion, infringement of copyright or patent, unauthorized use of any trademark, trade name, or service mark, unfair competition, interference with or misappropriation or violation of any contract, proprietary, or creative right, or any other injury to any person, property, or entity arising out of the material, data, information, or other content revealed to, transmitted, or used by the Company under this tariff; or for any act or omission of the Customer; or for any personal injury or death of any person caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use, or removal of equipment or wiring provided by the Company, if not directly caused by the gross negligence of the Company.
- 2.4.4 No agent or employee of any other carrier shall be deemed to be an agent or employee of the Company.
- 2.4.5 The Company shall not be liable for any defacement of or damages to the premises of a Customer resulting from the furnishing of service which is not the direct result of the Company's gross negligence or willful misconduct.

**2.5 Deposits**

Deposits may be required from Customers whose credit history is unacceptable or unavailable. Deposits are collected in accordance with the rules of the Commission.

**2.0 - RULES AND REGULATIONS (CONTINUED)****2.6 Advance Payments****2.6.1 Recurring Charges**

The Company reserves the right to charge customers in advance for any Monthly Recurring Charge (MRS) for service. This will be applied against the next month's charges and a new advance payment may be collected for the next month. This policy will be uniform and enforced as such with all customers.

**2.6.2 Nonrecurring Charges**

The Company reserves the right to require pre-payment of nonrecurring charges in such amount as may be deemed necessary by the Company. In addition, where special construction is involved, advance payment of the quoted construction charges may be required at the time of application for service.

**2.7 Taxes**

All federal, state and local taxes (including but not limited to franchise fees, excise tax, sales tax, municipal utilities tax) are listed as separate line items and are not included in the quoted rates.

**2.8 Equipment**

2.8.1 The Company's facilities and service may be used with or terminated in Customer-provided terminal equipment or Customer-provided communications systems, such as a PBX or key systems. Such terminal equipment shall be furnished and maintained at the expense of the Customer, except as otherwise provided. The Customer is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of the Company's service. The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities.

**2.0 - RULES AND REGULATIONS (CONTINUED)****2.8 Equipment (Continued)**

- 2.8.2 The Company shall use reasonable efforts to maintain facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, disconnect, rearrange, remove, and attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- 2.8.3 Equipment the Company provides or installs at the Customer's premises for use in connection with services the Company offers shall not be used for any purpose other than that for which the Company provided it.
- 2.8.4 The Customer shall be responsible for payment of service charges, as set forth herein, for visits by the Company's agents or employees to the premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.
- 2.8.5 The Company shall not be responsible for the installation, operation, or maintenance of any Customer-provided equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for the transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission or the reception of signals by Customer-provided equipment.
- 2.8.6 Upon reasonable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in the section for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of such facilities and equipment to Company-provided facilities and equipment.

---

Issued: 06/07/06

4490.001\Interexchange Services Tariff, SC Tariff No. 2

Effective:

Issued by: Steve Maginnis  
Managed Services, Inc  
672 Spyglass Way  
Rock Hill, SC 29730  
(704) 321-4176  
smaginnis@comporium.net

**2.0 - RULES AND REGULATIONS (CONTINUED)****2.8 Equipment (Continued)**

- 2.8.7 Title to all facilities provided by the Company under this tariff shall remain in the Company's name or in the name of the carrier supplying the services and facilities being resold.

**2.9 Payment for Service**

- 2.9.1 The Customer is responsible for payment of all charges for services and equipment furnished to the Customer or to an authorized user of the Customer by the Company. All charges due by the Customer are payable to the Company or to any agency duly authorized to receive such payments. Terms of payment shall be according to the rules and regulations of the agency and subject to the rules of the Commission.
- 2.9.2 All bills are presumed accurate, and shall be binding on the customer unless objection is received by the Company in writing or orally within the applicable statute of limitations. No credits, refunds or adjustments shall be granted if demand therefore is not received within such limitation period. If a Customer is not satisfied with the Company's response to an inquiry or request for credit, he or she may contact the Consumer Services Division of ORS for investigation. The contact information for such is listed in the following:

Office of Regulatory Staff  
State of South Carolina  
Consumer Services Division  
Post Office Box 11263  
Columbia, SC 29211  
Telephone Number – 803-737-5230  
Toll Free Number – 1-800-922-1531  
Fax Number – 803-737-4750

---

Issued: 06/07/06

4490.001\Interexchange Services Tariff, SC Tariff No. 2

Effective:

Issued by: Steve Maginnis  
Managed Services, Inc  
672 Spyglass Way  
Rock Hill, SC 29730  
(704) 321-4176  
smaginnis@comporium.net

- 2.9.3 Upon receipt of a billing inquiry, charges involved in the disputed element(s) of the invoice will be temporarily suspended pending resolution of the dispute. The Customer, however, remains responsible for the timely payment of the non-disputed elements of the invoice.

## **2.10 Cancellation by the Customer**

Pending proper identification, the Customer may cancel service by providing notice to the Company.

## **2.11 Interconnection**

Service furnished by the Company may be connected with the services or facilities of other carriers or enhanced service providers. The Customer is responsible for all charges billed by these entities for use in connection with the Company's service. Any special interface equipment or facilities necessary to achieve compatibility between these entities is the responsibility of the Customer. Neither the Company nor any connecting carrier participating in a service shall be liable for any act or omission of any other company or companies furnishing a portion of such service.

## **2.12 Refusal or Discontinuance by the Company**

The Company may refuse, suspend, or discontinue service under the following conditions without incurring any liability provided that, unless otherwise stated, the Customer shall be given seven (7) days written notice to comply with any rule or to remedy any deficiency.

- 2.12.1 For non-compliance with or violation of any State, municipal, or Federal law, ordinance, or regulation pertaining to telecommunications service.
- 2.12.2 For use of telecommunications service for any property or purpose other than that described in the application.
- 2.12.3 For neglect or refusal to provide reasonable access to the Company or its agents for the purpose of inspection and maintenance of equipment owned by the Company or its agents.

- 2.12.4 For noncompliance with or violation of a Commission regulation or the Company's rules and regulations on file with the Commission.
- 2.12.5 For nonpayment of bills, including bills for any of the Company's other communication services, provided that suspension or termination of service shall not be made without five (5) days written notice to the Customer.
- 2.12.6 Without notice in the event of Customer or authorized user use of equipment in such a manner as to adversely affect the Company's equipment or service to others.
- 2.12.7 Without notice in the event of tampering with the equipment or services owned by the Company or its agents.
- 2.12.8 Without notice in the event of unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, the Company may, before restoring service, require the Customer to make, at his or her own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.
- 2.12.9 Without notice by reason of any order or decision of a court or other government authority having jurisdiction which prohibits the Company from furnishing such services.

### **2.13 Inspection, Testing, and Adjustment**

Upon reasonable notice, the facilities provided by the Company shall be made available to the Company for tests and adjustments as may be deemed necessary by the Company for maintenance. No interruption allowance will be granted for the time during which such tests and adjustments are made.

---

Issued: 06/07/06

4490.001\Interexchange Services Tariff, SC Tariff No. 2

Effective:

Issued by: Steve Maginnis  
Managed Services, Inc  
672 Spyglass Way  
Rock Hill, SC 29730  
(704) 321-4176  
smaginnis@comporium.net

**2.14 Tests, Pilots, Promotional Campaigns, and Contests**

The Company may conduct special tests or pilot programs and promotions at its discretion to demonstrate the ease of use, quality of service, and to promote the sale of its services. The Company may also waive a portion of all processing fees or installation fees by winners of contests and other occasional promotional events sponsored or endorsed by the Company. From time to time, the Company may waive all processing fees for a Customer. The Company will notify the Commission and the ORS with the filing of a transmittal letter regarding Tests, Pilots, Promotional Campaigns and Contests. The aforementioned will not be published in the Company's tariff.

**2.15 Interruption of Service**

Credit allowances for interruptions of service which are not due to the Company's testing or adjusting, to the negligence of the Customer, or to the failure of channels, equipment, or communications systems provided by the Customer, are subject to the general liability provisions set forth in Section 2.4 herein. It shall be the obligation of the Customer to notify the Company immediately of any interruption in service for which a credit allowance is desired by the Customer. Before giving such notice, the Customer shall ascertain that the trouble is not within his or her control, or is not in wiring or equipment, if any, furnished by the Customer and connected to the Company's terminal. Interruptions caused by Customer-provided or Company-provided automatic dialing equipment are not deemed an interruption of service as defined.

**2.16 Cost of Collection and Repair**

The Customer is responsible for any and all costs incurred in the collection of moneys due the Company including legal and accounting expenses. The Customer is also responsible for recovery costs of Company provided equipment and any expenses required for repair or replacement of damaged equipment.

**2.17 Returned Check Charges**

A fee in the amount allowed by S.C. Code Annotated Section 34-11-70 will be charged whenever a check or draft presented for service is not accepted by the institution on which it is written.

---

Issued: 06/07/06

Effective:

4490.001\Interexchange Services Tariff, SC Tariff No. 2

Issued by: Steve Maginnis  
Managed Services, Inc  
672 Spyglass Way  
Rock Hill, SC 29730  
(704) 321-4176  
smaginnis@comporium.net



**2.0 - RULES AND REGULATIONS (CONTINUED)****2.18 Reconnection Charge**

A reconnection fee per occurrence may be charged when service is re-established for Customers who have been disconnected for non-payment, and is payable at the time that the restoration of suspended service and facilities is arranged. If a Customer premises visit is required, an additional fee may be charged. Reconnection charges are listed in Section 6.

**2.19 Late Payment Charges**

A maximum of one and a half percent (1-1/2%) will be added to any unpaid balance brought forward from the previous billing date to cover the cost of collection and carrying accounts in arrears. This method of late payment charge will be made in lieu of any other penalty. Billing for 900 and 900-type charges or non-regulated items are excluded from the balance on which a late fee may be imposed.

**2.20 Special Construction**

Subject to the agreement of the Company and to all of the regulations contained in this tariff, special construction of facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Special construction is construction undertaken:

1. where facilities are not presently available, and there is no other requirement for the facilities so constructed;
2. of a type other than that which the Company would normally utilize in the furnishing of its services;
3. over a route other than that which the Company would normally utilize in the furnishing of its services;
4. in a quantity greater than that which the Company would normally construct;
5. on an expedited basis;

---

Issued: 06/07/06

Effective:

4490.001\Interexchange Services Tariff, SC Tariff No. 2

Issued by: Steve Maginnis  
Managed Services, Inc  
672 Spyglass Way  
Rock Hill, SC 29730  
(704) 321-4176  
smaginnis@comporium.net

6. on a temporary basis until permanent facilities are available;
7. involving abnormal costs; or
8. in advance of its normal construction.

The Customer will be charged for the special construction based upon engineering, labor, and cost of materials. An estimate will be provided to the Customer before any construction is undertaken.

## **2.21 Marketing Practices**

As a telephone utility under the regulation of the Commission, the Company does hereby assert and affirm that, as a reseller of intrastate telecommunications service, it will not indulge or participate in deceptive or misleading telecommunications marketing practices to the detriment of consumers in South Carolina, and it will comply with those marketing procedures, if any, set forth by the Commission. Additionally, the Company will be responsible for the marketing practices of its contracted telemarketers for compliance with this provision. The Company understands that violation of this provision could result in a rule to show cause as to the withdrawal of its certification to complete intrastate telecommunications traffic within the State of South Carolina.

## **3.0 - DESCRIPTION OF SERVICE**

### **3.1 General**

- 3.1.1 Rates and charges vary depending upon the service option selected by the Customer. Service offerings may involve one or more of the following: installation charges, usage charges, monthly recurring charges, and a minimum monthly usage charge, as specified herein.

---

Issued: 06/07/06

Effective:

4490.001\Interexchange Services Tariff, SC Tariff No. 2

Issued by: Steve Maginnis  
Managed Services, Inc  
672 Spyglass Way  
Rock Hill, SC 29730  
(704) 321-4176  
smaginnis@comporium.net

- 3.1.2 Chargeable time begins when the Company receives signaling to detect that the network connection between the calling station and the called station has been established. Chargeable time ends when either party Hangs up@ thereby releasing the network connection. All calls are measured and billed in one minute increments; fractional minutes of use are rounded up to the next full minute, unless otherwise specified herein. The Company does not bill for incomplete calls.

### **3.2 Product Descriptions**

#### **3.2.1 Business Services**

##### **A. Basic Business Service**

Basic Business Service is an outbound long distance rate plan available to business customers using switched access to reach the long distance network.

#### **3.2.2 Residential Services**

##### **A. Basic Residential Service**

Basic Residential Service is an outbound long distance rate plan available to residential customers using switched access to reach the long distance network.

### **4.0 - RESIDENTIAL SERVICES MAXIMUM RATES**

#### **4.1 General**

The maximum rates the Company will charge for services provided under this tariff are set forth below.

#### **4.2 Residential Services**

##### **4.2.1 Basic Residential Service**

Per MOU  
\$ X.XXX

---

Issued: 06/07/06

Effective:

4490.001\Interexchange Services Tariff, SC Tariff No. 2

Issued by: Steve Maginnis  
Managed Services, Inc  
672 Spyglass Way  
Rock Hill, SC 29730  
(704) 321-4176  
smaginnis@comporium.net

**5.0 - BUSINESS SERVICES****5.1 Business Services**

No maximum rates apply.

**6.0 - SPECIAL SERVICE ARRANGEMENTS****6.1 Individual Case Basis Arrangements**

Arrangements will be developed on a case-by-case basis in response to a bona fide special request from a Customer or prospective Customer to develop a competitive bid for a service not generally available under this tariff. The Company's rates will be offered to the Customer in writing and on a non-discriminatory basis. All such rates will be submitted to the Commission for approval.

**7.0 - PRICE LIST****7.1 Residential Services**

7.1.1 Basic Residential Service

Per MOU  
\$ X.XXX

---

Issued: 06/07/06

4490.001\Interexchange Services Tariff, SC Tariff No. 2

Issued by:

Steve Maginnis  
Managed Services, Inc  
672 Spyglass Way  
Rock Hill, SC 29730  
(704) 321-4176  
smaginnis@comporium.net

Effective:

# EXHIBIT F

## NOTICE OF FILING AND HEARING

Managed Services, Inc. (MSI) filed an Application with the South Carolina Public Service Commission ("Commission") for a Certificate of Public Convenience and Necessity to Provide Resold Local Exchange Services, Facilities Based Local Exchange Service and Resold Long Distance Service within the State of South Carolina. MSI proposes to offer re-sale and facilities-based local exchange telecommunications services to customers throughout the state using network elements provided pursuant to Section 251 and leased network elements provided pursuant to Section 271. MSI requests that the Commission regulate its local telecommunications services in accordance with the principles and procedures established for flexible regulation in Order No. 98-165 in Docket No. 97-467-C, and regulate its long distance service offerings in accordance with the principles and procedures established for alternative regulation in Orders No. 95-1734 and 96-55 in Docket No. 95-661-C, and as modified by Order No. 2001-997 in Docket No. 2000-407-C.

A copy of the Application is on file in the offices of the Public Service Commission of South Carolina, 101 Executive Center Drive, Saluda Building, Columbia, South Carolina, 29210; and is available through D. Reece Williams, III, Esq., and Latrinda D. Simpson, Esq., Callison Tighe & Robinson, LLC, 1812 Lincoln Street, Suite 200 (Post Office Box 1390 [29202-1390]), Columbia, South Carolina, 29201.

**PLEASE TAKE NOTICE** a hearing on the above matter has been scheduled to begin at \_\_\_\_\_ before Hearing Examiner \_\_\_\_\_ in the Commission's Meeting Room at 101 Executive Center Drive, Saluda Building, Columbia, South Carolina, 29210.

Any person who wishes to participate in this matter, as a party of record with the right of cross-examination should file a Petition to Intervene in accordance with the Commission's Rules of Practice and Procedure on or before \_\_\_\_\_, 2006, and indicate the amount of time required for his presentation. *Please refer to Docket No. 2006-\_\_\_\_\_-C.*

Any person who wishes to be notified of the hearing, but does not wish to present testimony or be a party of record, may do so by notifying the Docketing Department in writing at the address below on or before \_\_\_\_\_, 2006. *Please refer to Docket No. 2006-\_\_\_\_\_-C.*

**PLEASE TAKE NOTICE:** Any person who wishes to have his or her comments considered as a part of the official record of this proceeding **MUST** present such comments, in person, to the Hearing Officer during the hearing.

Persons seeking information about the Commission's Procedures should contact the Commission by dialing (803) 896-5100.

Public Service Commission of South Carolina  
Docketing Department  
P.O. Drawer 11649  
Columbia, South Carolina 29211

June \_\_\_\_, 2006  
4490.001\Notice of Filing and Hearing